

THE HONORABLE JOHN H. CHUN

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

OCEAN SERVICES, LLC, a Washington  
limited liability company,

Plaintiff,

v.

OMNI2MAX, INC., a California  
Corporation

Defendant.

OMNI2MAX, INC., a California  
Corporation,

Counterclaimant/Third-Party Plaintiff,

v.

OCEAN SERVICES, LLC, a Washington  
limited liability company,

Counter-defendant,

STABBERT MARITIME, LLC, a  
Washington limited liability company,  
OCEAN GUARDIAN HOLDING, LLC, a  
Washington limited liability company,

Third-Party Defendants.

NO. 2:22-cv-01058-JHC

PRETRIAL ORDER

**JURISDICTION**

Jurisdiction is vested in this court by virtue of 28 U.S.C. § 1333 because it involves the rights of parties to maritime contracts involving the charter of the vessel OCEAN VALOR.

**CLAIMS AND DEFENSES**

Plaintiff Ocean Services, Inc. will pursue at trial the following claims:

1. Declaratory Judgment on the rights and obligation of the parties relevant to the time charter of the vessel OCEAN VALOR and to the extent the MSC Contract conflicts with the BIMCO, the BIMCO governs. In particular, the parties have disputes over the following terms:

A. The Scope of Employment of the Vessel.

B. Whether Omni2Max must pay for Maintenance Days pursuant to the BIMCO Charter.

C. Indemnity and Insurance requirements.

D. Whether the Termination provision in the BIMCO Charter Party applies.

2. Declaration of the daily rate of charter hire due under the Charter Party.

3. Claim for Money due for Charter Hire under the contract which is equal to the amount invoiced less the amounts paid plus interest.

4. Declaration that Ocean Services has no obligation to pay for the costs of the Omni2Max Vessel Coordinator.

Defendant Omni2Max, Inc. disputes the factual assertions in Plaintiff's claims, including as framed in its above-listed claims it intends to pursue at trial, and will pursue the following affirmative defenses:

1. Failure to State a Claim: Ocean Services failed to state a claim on which relief may be granted.

1           2.       Failure to Mitigate: Ocean Services failed to mitigate its damages, if  
2 any.

3           3.       Lack of Causation: Ocean Services' damages, if any, were not caused  
4 by Omni2Max or were caused by the actions or inactions of third parties over whom  
5 Omni2Max had no control.

6           4.       Doctrine of Estoppel: Ocean Services' claims are barred by the  
7 Doctrine of Estoppel.

8           5.       Unclean Hands: Ocean Services' claims, to the extent based in equity,  
9 are barred by the Doctrine of Unclean hands.

10          6.       Prior Breach/Excuse of Performance: Ocean Services' own breaching  
11 conduct precludes its recovery under the applicable contract terms and/or excuses  
12 Omni2Max from the demanded performance.

13          7.       Payment: Ocean Services' claims are barred because it has been paid in  
14 full or substantially so.

15          8.       Ripeness: Issues raised by Ocean Services' Complaint are not ripe for  
16 adjudication.

17          9.       Mootness: Issues raised by Ocean Services' Complaint are now moot.

18          10.      Express Terms Govern: The allegations of Ocean Services' Complaint  
19 are inconsistent with the terms and conditions of the agreement between the parties,  
20 which govern.

21          11.      Comparative or Contributory Fault: Ocean Services' injuries and  
22 damages as alleged in their Complaint, if any, are the result of its own comparative  
23 fault and contributory conduct.

24          12.      Authorization: Omni2Max's conduct, including without limitation  
25 calculating payments it made to Ocean Services, as alleged by Ocean Services'  
26 Complaint, is authorized by the agreement between the parties and by applicable law,  
27 including the laws of Washington and the federal maritime laws.

1           13.     Offset: Plaintiffs' damages, if any, must be reduced or eliminated by  
2     the doctrine of offset.

3           14.     Impossibility or Impracticability: Omni2Max is excused from  
4     performing any promise Ocean Services seeks to enforce as a result of such  
5     performance having been made impossible or impracticable, meaning Omni2Max's  
6     promise, if any, could not be performed, or could only be performed with extreme and  
7     unreasonable difficulty, expense, or risk of injury or loss, as a result of a fortuitous,  
8     i.e., a chance or accidental, event that was unexpected and unavoidable by that party.

9           15.     Frustration of Purpose: Omni2Max's remaining duties of performance  
10    under any contract with Ocean Services, to the extent not fully performed, are excused  
11    if Omni2Max's principal purpose is substantially frustrated, without its fault, by the  
12    occurrence of an unforeseen event when the non-occurrence of such an event was a  
13    basic assumption on which the contract was made.

14          16.     Mutual Mistake: The contract asserted by Ocean Services, on the terms  
15    asserted by Ocean Services, is unenforceable, void and/or invalid as a result of a  
16    mistake by both parties to such contract, such that (1) both parties were independently  
17    mistaken as to a basic assumption regarding existing facts, upon which Omni2Max  
18    relied in making the contract, and (2) the mistake changed the bargain so much that  
19    Omni2Max would not have entered into the contract if it had been aware of the  
20    mistake.

21          17.     Unilateral Mistake: The contract asserted by Ocean Services, on the  
22    terms asserted by Ocean Services, is unenforceable, void and/or invalid as a result of a  
23    mistake by Omni2Max as to a basic assumption regarding existing facts, upon which  
24    it relied in making the contract, and the mistake changed the bargain so much that  
25    Omni2Max would not have entered into the contract if it had been aware of the  
26    mistake, and Ocean Services knew or had reason to know of the mistake, or its fault  
27    caused the mistake.

1           18.     Waiver: Ocean Services' claims are subject to waiver, as it  
2 intentionally, either through direct statements or by implication through unequivocal  
3 statements or conduct, gave up a known right it now seeks to enforce despite knowing  
4 all of the relevant facts at the time of such waiver.

5           19.     Lack of Mutual Assent: In order for there to be mutual assent, the  
6 parties must agree on the essential terms of the contract, and must express to each  
7 other their agreement to the same essential terms. The parties did not share or  
8 manifest a mutual assent to the terms as asserted by Ocean Services.

9           20.     Modification: If the parties entered into a contract, Omni2Max and  
10 Ocean Services manifested a mutual assent to modify the contract, such assent shown  
11 through each party's words or conduct, such that there was an agreement of the parties  
12 on all essential terms of the contract modification, and the parties intended the new  
13 terms to alter the original contract terms.

14           21.     Ratification: If the parties entered into a contract, and to the extent the  
15 contract between them is inconsistent with any contract Omni2Max holds or held with  
16 the federal government corresponding to such relationship between the parties, then  
17 Ocean Services implicitly or expressly ratified terms of Omni2Max's contract with  
18 the government as it had full knowledge of the material facts and (1) received,  
19 accepted, and retained benefits from such contract, (2) remained silent, acquiesced,  
20 and failed to repudiate or disaffirm such contract, or (3) otherwise exhibited conduct  
21 demonstrating an adoption and recognition of the contract as binding.

22           Omni2Max, Inc. will pursue the following counterclaims, to confirm and enforce the  
23 details and terms of the parties' agreements with regard to pursuing and performing the MSC  
24 Contract, including:

25           1.     Breach of contract and a breach of the covenant of good faith and fair  
26 dealing regarding the terms as agreed by the parties, whether orally or in writing, to  
27 pursue and perform the MSC Contract;

2. Promissory estoppel or quasi contract regarding the terms as agreed by the parties, whether orally or in writing, to pursue and perform the MSC Contract;

3. To the extent any issues remain following the Court's order granting Omni2Max's motion for summary judgment, declaratory judgment or ratification regarding the applicability of the terms of the MSC Contract to Ocean Services.

In view of events occurring after the parties filed their pleadings, issues related to the facility security clearance (FCL) no longer must be decided by the Court, though certain related facts and evidence may remain relevant to the issues that remain. Accordingly the parties anticipate filing a stipulation for dismissal of the third-party defendants and claims no longer at issue.

Plaintiff Ocean Services will raise the following affirmative defenses to defendants counterclaims:

1. Mutual Mistake: If there was no meeting of the minds between the parties over the essential terms of the contract, then there is no contract between the parties.

#### **ADMITTED FACTS**

The following facts are admitted by the parties:

1. Ocean Services, LLC is a Washington limited liability company, tasked with developing business for the M/V OCEAN VALOR, a civilian commercial vessel for which it is the beneficial owner pursuant to a bareboat charter agreement.

2. Omni2Max, Inc. is a California corporation that is a defense contracting firm that provides government contract management.

3. In December 2020, Military Sealift Command ("MSC") issued Solicitation No. N32205-21-R-4112 ("2021 RFP") for the award of a contract to use a civilian vessel to perform various MSC operations at sea. Ocean Services recognized the opportunity, and knew that it owned a vessel, the M/V OCEAN VALOR, that could be adapted for performing the contract if awarded to it.

1           4.       The 2021 RFP required a “secret” classification facility security clearance  
2 (“FCL”), so Ocean Services approached Omni2Max to serve as the prime contractor, since  
3 Omni2Max held an FCL, and Ocean Services did not.

4           5.       On multiple prior occasions, the parties had worked together to try to win  
5 government contracts that had an FCL requirement, but had not yet managed to win an award  
6 of one. (Objected to as admissibility by Ocean Services).

7           6.       The 2021 RFP invited bidding on a substantial contract for one year with four  
8 additional MSC “option” years for the exclusive use of a civilian vessel. The vessel of the  
9 successful bidder would “operate out of Southern California (San Diego/Port Hueneme) and  
10 throughout the United States West Coast to include Hawaii, for the first option year. In  
11 subsequent option years, the vessel may operate in the Western Pacific and Alaska.”

12           7.       The parties contemplated that although Omni2Max would be the prime  
13 contractor and hold the FCL, Ocean Services would provide and crew the vessel.

14           8.       The 2021 RFP consisted of a Performance Work Statement (“PWS”), which  
15 described the requisite technical performance of the contract, and the more detailed full  
16 solicitation that explained the full nature of technical performance requirements if awarded  
17 the contract. The parties reviewed the PWS and 2021 RFP.

18           9.       Ocean Services drafted nearly the entire proposal, addressed all technical  
19 aspects, and set the pricing terms with Omni2Max’s agreement. On February 6, 2021,  
20 Omni2Max submitted the proposal to MSC, including documents that Ocean Services  
21 prepared.

22           10.      MSC required that Omni2Max establish that it had a right as the proposed  
23 prime contractor to offer the civilian vessel for a government charter. In an earlier joint  
24 bidding effort, one reason the government excluded their bid from consideration was because  
25 the letters of commitment to use the vessel did not satisfy the requirement that Omni2Max  
26 prove it had the right to offer the vessel for charter to MSC.

1           11. To avoid that same result, the parties asked MSC to “confirm that, if not the  
2 vessel owner, the offeror is not restricted to a Bareboat Charter ... and that it may fulfill this  
3 requirement with a time charter agreement ..., specifically using a BIMCO Supplytime 2017  
4 vessel charter format.” *Exhibit 1*.

5           12. MSC confirmed that “the offeror is not restricted to a Bareboat Charter and  
6 that it may fulfill this requirement with a time charter agreement.”

7           13. Ocean Services prepared a draft BIMCO Time Charter agreement (“BIMCO”)  
8 that would prove to MSC that Omni2Max had a right to offer MSC the vessel.

9           14. On February 2, 2021, Pete Tatro of Ocean Services sent the draft BIMCO for  
10 use of the OCEAN VALOR to Omni2Max’s then-Vice President, Michael Rin.

11           15. Ocean Services executed the BIMCO on February 3, 2021. Omni2Max  
12 executed the BIMCO on February 4, 2021.

13           16. On March 26, 2021, MSC notified Omni2Max that the proposal it submitted  
14 for the OCEAN VALOR was within the competitive range such that they may still be  
15 awarded the contract. On April 2, 2021, MSC issued Amendment 0005 to the 2021 RFP,  
16 which, among other things, set the proposal due date as April 8, 2021.

17           17. On April 8, 2021, Ocean Services provided Omni2Max additional documents  
18 needed to finalize submission of the proposal responsive to Amd. 0005.

19           18. MSC notified Omni2Max that the April 8<sup>th</sup> proposal remained within the  
20 competitive range. MSC also issued Amd. 0006 to the 2021 RFP, which, among other things,  
21 reset the proposal due date to April 29, 2021.

22           19. In view of the extension, Ocean Services considered “the opportunity to adjust  
23 pricing if we want to.” Ocean Services lowered the proposed charter hire pricing to make the  
24 bid more competitive. Omni2Max submitted the revised proposal.

25           20. On May 17, 2021, MSC informed Omni2Max that it awarded the contract for  
26 the 2021 RFP (“MSC Contract”) to Omni2Max as prime contractor.





2. Whether the parties' arrangement and terms of agreement as Omni2Max contends existed are the enforceable terms of the prime contractor-subcontractor relationship for performance of the MSC Contract?

3. What are the terms of payment under the parties' applicable agreements?

4. Whether Omni2Max has paid Ocean Services the full amount of money to which it is owed under any applicable agreed terms?

5. Whether in light of the recent summary judgment Order of the Court, the MSC is an indispensable party to any claims or issues Plaintiff may seek to resolve regarding its future performance obligations such that the Court may not adjudicate such claims in this action.

## EXPERT WITNESSES

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(a) Each party shall be limited to expert witness(es) on the issues of: No expert designations made by either side.

(b) The name(s) and addresses of the expert witness(es) to be used by each party at the trial and the issue upon which each will testify is:

(1) On behalf of plaintiff;

No expert witnesses.

(2) On behalf of defendant.

No expert witnesses.

## OTHER WITNESSES

The names and addresses of witnesses, other than experts, to be used by each party at the time of trial and the general nature of the testimony of each are:

(a) On behalf of plaintiff: (E.g., Jane Doe, 10 Elm Street, Seattle, WA; will testify concerning formation of the parties' contract, performance, breach and damage to plaintiff.)

1. Pete Tatro

Ocean Services  
c/o Bauer Moynihan & Johnson LLP  
2101 Fourth Avenue Suite 2400  
Seattle, Washington 98121

Mr. Tatro will testify regarding the formation of the Contract between the parties and the Contracting process, discussions related to the Vessel Coordinator and the performance of the Contract.

2. Dan Stabbert  
Ocean Services

Mr. Stabbert will testify regarding the negotiations regarding the sharing of revenue and the hiring of the vessel coordinator.

3. Lindsay Skorohod  
Ocean Services

Ms. Skorohod will testify regarding the indemnity and insuring provisions in the BIMCO Charter Party.

6. Kelly Allison  
Ocean Services

Ms. Allison will testify regarding the invoicing by Ocean Services and payments by Omni2Max for the use of the OCEAN VALOR.

7. Michael Rin  
224 Huntington Point Road, Unit No. 44  
Chula Vista, California 91914

Mr. Rin will testify via deposition regarding the negotiation of the BIMCO Charter Party and submitting the response to proposal. The entirety of Mr. Rin's deposition will be offered.

8. Hariston Hamby  
3565 Timberbrooke Trail  
Poland, Ohio 44514

Mr. Hamby will testify via deposition regarding his position with Omni2Max and his hiring. The entirety of Mr. Hamby's deposition will be offered.

9. Allen Maxwell  
Omni2Max, c/o defense counsel

Mr. Maxwell will testify regarding the business practices of Omni2Max, its entering into the contract with Ocean Services, its performance of the contract with Ocean Services, the relationship between the government and Ocean Services, and its performances of the MSC Contract.

1 (b) On behalf of defendant:

2 1. Allen Maxwell

3 President & CEO, Omni2Max, c/o defense counsel.

4 Mr. Maxwell will testify about the facts and circumstances related to the relationship  
5 and history between the parties, the events leading up to award of the MSC Contract and the  
6 agreements between the parties, the events since award of the MSC Contract leading to this  
7 lawsuit, experience with government contracting and Omni2Max's business and operations.

8 2. Teddy Santos

9 Contracts Manager, Omni2Max, c/o defense counsel.

10 Mr. Santos will testify about the facts and circumstances related to the relationship  
11 and history between the parties, the events leading up to award of the MSC Contract and the  
12 agreements between the parties, the events since award of the MSC Contract leading to this  
13 lawsuit, experience with government contracting and Omni2Max's business and operations.

14 3. Ena Biong

15 Finance Manager, Omni2Max, c/o defense counsel.

16 Ms. Biong will testify about the facts and circumstances relating to the financial  
17 details of the MSC Contract performance, including issues related to invoices Omni2Max  
18 receives from Ocean Services, invoices submitted by Omni2Max to MSC, payments received  
19 by MSC, payment to Ocean Services, and other issues related thereto.

20 4. Jon Edwards

21 Vessel Coordinator, Omni2Max, c/o defense counsel.

22 Mr. Edwards will testify regarding his role as vessel coordinator for the OCEAN  
23 VALOR in the performance of the MSC Contract, interactions with MSC and Ocean  
24 Services' crew and personnel, and other issues related thereto.

25 5. Dan Stabbert

26 Ocean Services, c/o plaintiff's counsel.

1 Mr. Stabbert will be called to testify regarding the relationship and history between  
2 the parties, the events leading up to award of the MSC Contract and the agreements between  
3 the parties, the events since award of the MSC Contract leading to this lawsuit. Plaintiff's  
4 counsel represented to defense counsel that Mr. Stabbert will appear in person at trial;  
5 however, if for any reason that changes and he is later deemed unavailable, defendant  
6 reserves the right to then seek leave to present his deposition testimony in lieu of live  
7 testimony.

8 6. Lindsay Skorohod  
9 Ocean Services, c/o plaintiff's counsel.

10 Ms. Skorohod will be called to testify regarding her recollection of events leading up  
11 to award of the MSC Contract and the agreements between the parties, the events since award  
12 of the MSC Contract leading to this lawsuit. Ms. Skorohod was designated as a  
13 representative witness pursuant to Rule 30(b)(6) on certain topics at her deposition, and will  
14 be expected to testify on such matters consistent therewith. Plaintiff's counsel represented to  
15 defense counsel that Ms. Skorohod will appear in person at trial; however, if for any reason  
16 that changes and she is later deemed unavailable, defendant reserves the right to seek leave to  
17 present her deposition testimony in lieu of live testimony.

18 7. Pete Tatro  
19 Ocean Services, c/o plaintiff's counsel.

20 Mr. Tatro will be called to testify regarding the relationship and history between the  
21 parties, the events leading up to award of the MSC Contract and the agreements between the  
22 parties, the events since award of the MSC Contract leading to this lawsuit. Mr. Tatro was  
23 designated as a representative witness pursuant to Rule 30(b)(6) on most topics at his  
24 deposition, and will be expected to testify on such matters consistent therewith. Plaintiff's  
25 counsel represented to defense counsel that Mr. Tatro will appear in person at trial; however,  
26 if for any reason that changes and he is deemed unavailable, defendant reserves the right to  
27 seek leave to present his deposition testimony in lieu of live testimony.

1           8.       Neal Forde

2                   Ocean Services, c/o plaintiff's counsel.

3           Mr. Forde will be called to testify regarding his involvement in building the  
4 relationship between the parties and history of interactions, the events leading up to award of  
5 the MSC Contract to the extent he was involved (or not), and his involvement in the events  
6 since award of the MSC Contract leading to this lawsuit. Plaintiff's counsel represented to  
7 defense counsel that Mr. Forde will appear in person at trial; however, if for any reason that  
8 changes and he is deemed unavailable, defendant reserves the right to seek leave to present  
9 his deposition testimony in lieu of live testimony.

10          9.       Kelly Allison

11                   Ocean Services, c/o plaintiff's counsel.

12          Ms. Allison will be called to testify regarding her involvement in the history between  
13 the parties, the events leading up to award of the MSC Contract and the agreements between  
14 the parties, the events since award of the MSC Contract leading to this lawsuit, and financial  
15 issues in performance of the MSC Contract. Ms. Allison was designated as a representative  
16 witness pursuant to Rule 30(b)(6) on certain topics at her deposition, including damages and  
17 invoicing issues, and will be expected to testify on such matters consistent therewith.  
18 Plaintiff's counsel represented to defense counsel that Ms. Allison will appear in person at  
19 trial; however, if for any reason that changes and she is deemed unavailable, defendant  
20 reserves the right to seek leave to present her deposition testimony in lieu of live testimony.

21          10.      Mary Perry

22                   Operations Manager, Omni2Max, c/o defense counsel.

23          Ms. Perry may testify regarding her role in handling certain operations of Omni2Max  
24 related to the charter of the OCEAN VALOR in the performance of the MSC Contract,  
25 interactions with MSC and Ocean Services' crew and personnel, and other issues related  
26 thereto, including but not limited to security clearance issues.

27                                   EXHIBITS

Pursuant to the Court's order regulating pretrial matters, the parties submit the following preliminary exhibit lists, with Plaintiff's exhibits starting at "1" and Defendant's starting at "500." The parties are continuing to refine the exhibit list, including working to remove duplicative exhibits consistent with the Court's order.

### PLAINTIFFS EXHIBITS

EX. #	Description	Authenticity	Admissibility	Objection	Admitted
1	Signed BIMCO Agreement,	Y	Y		
2	Ocean Services Invoices	Y	Y	Subject to FRE 106	
3	Omni2Max Payments	Y	Y	Subject to FRE 106	
4	Omni2Max Vessel Coordinator Invoices	Y	Y		
5	February 2, 2021 E-mail from Michael Rin to Teddy Santos	Y	Y		
6	February 2, 2021 E-mail from Tatro to Rin – Price Proposal	Y	Y		
7	February 3, 2021 E-mail Tatro to Rin - Business Propoal	Y		FRE 106	
8	February 3, 2021 E-mail Tatro to Rin Critical Submission Data	Y		FRE 106	
9	February 5, 2021 E-mail from Tatro to Rin – Technical Proposal	Y	Y		
10	February 6, 2021 Rin E-mail response to Solicitation Four E-mails	Y	Y		
11	March 29, 2021 Email Rin to Tatro Discussion Notice.	Y	Y		
12	March 31, 2021 E-mail Tatro to Santos Special Time Boxes	Y	Y		
13	April 6, 2021 E-mail Santos to Tatro Omni2Max, Inc Discussion Notice RFP N32205-21-R-4112	Y	N	FRE 106	
14	April 7. 2021 E-mail Rin to Maxwell	Y	Y		

	FW Business Proposal Updated				
15	April 8, 2021 E-mail Rin to Tomlin, Orvin Final Revision Proposal	Y	Y		
16	April 28, 2021 E-mail Tatro to Rin Responses to Discussion Questions dated 27 April 2021	Y	N	FRE 106	
17	April 28, 2021 E-mail Rin to Tomlin, Orvin Final Revision Proposal 2 E-mails	Y	Y		
18	MSC Contract Award	Y	Y		
19	June 16, 2021 E-mail Tatro to Hall Joint Coordinator PD	Y	Y		
20	November 2, 2021 E-mail Santos to Tatro Invoice 20030	Y	Y		
21	November 2, 2021 E-mail Maxwell to Allsion Invoice 20030	Y	Y		
22	November 5, 2021 E-mail Stabbert to Tatro, Allison, Sckorohod, Stabbert O2M Meeting 11/5	Y	Y		
23	January 08, 2022 E-mail Stabbert to Maxwell O2M SM	Y	Y		
24	January 10, 2022 E-mail Stabbert to Maxwell O2M SM	Y	Y		
25	January 21, 2022 E-mail Stabbert to Maxwell O2M SM	Y	Y		
26	January 29, 2022 E-mail Maxwell to Stabbert O2M SM	Y	Y		
27	February 4, 2022 E-mail Stabbert to Maxwell O2M proposed subcontracting agreement	Y	N	FRE 106 FRE 801/802	
28	February 6, 2022 E-mail Hall to Tatro Hairston Hamby	Y	Y		
29	February 7, 2022 E-mail Tatro to Stabbert O2M proposed subcontracting agreement	Y	Y		
30	February 7, 2022 E-mail	Y	Y		



	Stabbert to Maxwell Hairston				
31	April 13, 2022 E-mail Hall to Tatro Communications	Y	Y		
32	April 19, 2022 Santos to Maxwell POP	Y	Y		
33	April 27, 2022 E-mail Maxwell to Hamby OSV Gear for Transport	Y	Y		
34	May 2, 2022 E-mail Hall to Forde, Sckorohod Neal Forde	Y	N	FRE 402	
35	May 18, 2022 E-mail Tatro to Santos RE 21C4040 Additional Attachments Upcoming Modification	Y	Y		
36	June 6, 2022 E-mail Maxwell to Tatro Ocean Valor Status Report	Y	Y		
37	June 17, 2022 E-mail Maxwell to Santos POP Change	Y	Y		
38	July 13, 2022 E-mail Tatro to Santos Contract Attachments A/F/L/K/M	Y	Y		
39	August 31, 2022 Tatro to Santos August 31, 2022 ATF Proposal	Y	Y		
40	September 14, 2022 E- mail Santos to Forde, Tatro Crane Load Increase Proposal	Y	Y		
41	September 14, 2022 E- mail Santos to Tatro ATF Proposal	Y	Y		
42	October 3, 2022 E-mail Allison to Santos ATF Proposal	Y	N	FRE 801/802 FRE 402/403	
43	November 15, 2022 E- mail Santos to Tatro Valor Internet	Y	N	FRE 106	
44	July 19, 2023 E-mail Edwards to Tatro	Y	Y		

	Ocean Valor Return to Hire Status				
45	January 6, 2021 E-mail Rin to Orvin N3220521RJun4112 Amendment 0001 – Clarification No. 1	Y	Y		
46	January 19, 2021 E-mail Rin to Tatro GovWin IQ Priority Opportunity	Y	Y		
47	July 2, 2022 E-mail Tatro to Santos POP Change	Y	Y		
48	April 19, 2022 E-mail Tatro to Santos POP	Y	Y		
49	March 10, 2022 E-mail Santos to Forde Anti-Force Protection Task Order	Y	Y		
50	February 2 2022 E-mail Stabbert to Maxwell O2M	Y	Y		
51	January 6, 2021 E-mail Rin to Orvin, Tomlin N3220521R4112 Amendment 0001 - Clarification No.1	Y	Y		
52	March 16, 2022 E-mail Tatro to Santos Termination of Task Order OC-01-02	Y	Y		
53	June 24, 2022 E-mail Tatro to Santos Subcontracting Plan	Y	Y		
54	March 10, E-mail Santos to Forde FW: Anti-Force Protection Task Order	Y	Y		

**DEFENDANT'S EXHIBITS**

<b>Trial Ex</b>	<b>Doc Date</b>	<b>Description</b>	<b>Authenticity</b>	<b>Admissibility</b>	<b>Objection</b>	<b>Admitted</b>
500	7/18/2023	Amended Notice of Rule 30(B)(6) deposition of Ocean Services, LLC	Y	N	FRE 403	
501	8/17/2016	Joint Venture Agreement	Y	N	FRE 403	
502	10/2/2018	Email from A. Maxwell to MSC re Proposal for Solicitation	Y	N	FRE 403	
503	10/1/2018	Attachment B - Basic Pricing Data	Y	N	FRE 403	
504	7/16/2020	Teaming Agreement	Y	N	FRE 403	
505	6/17/2020	Email from M. Rin to P. Tatro re SURTASS Long Term – RFP Released	Y	N	FRE 403	
506	6/17/2020	SURTASS RFP	Y	N	FRE 403	
507	11/22/2019	Performance Work Statement	Y	N	FRE 403	
508	7/8/2020	Email from M. Rin to P. Tatro re SURTASS-E Long Term Proposal	Y	N	FRE 403	
509	8/11/2016	Letter from A. Maxwell to Ocean Services re Intent to Engage Ocean Services for Subcontractor Services	Y	Y		
510	8/3/2020	Email from P. Tatro to M. Rin re Updated SURTASS-E Price	Y	N	FRE 403	
511	8/3/2020	SURTASS-E Proposal Blocks 13-17	Y	N	FRE 403	
512	8/30/2020	Pricing Data	Y	N	FRE 403	
513	7/10/2020	Letter from Ocean Carrier Holding re SURTASS-E Support Vessel	Y	Y		
514	7/11/2020	Email from P. Tatro to M. Rin re SURTASS-E Critical Submission Package	Y	Y		
515	11/20/2020	Letter from Orvin to Omni2Max	Y	Y		
516	11/24/2020	Email from M. Rin to P. Tatro re Notice of Exclusion	Y	Y		
517		PACFLT Unrep Support Vessel Charter Performance Work Statement	Y	Y		

Trial Ex	Doc Date	Description	Authenticity	Admissibility	Objection	Admitted
518	1/4/2021	Email from P. Tatro to N. Forde re PACFLT UNREP SUPPORT VESSEL CHARTER RFP	Y	Y		
519	1/6/2021	Request for Clarification	Y	Y		
520	1/19/2021	Amendment of Solicitation 0002	Y	Y		
521	2/6/2021	Technical Proposal	Y	Y		
522	1/15/2021	Email from P. Tatro to N. Forde re SURTASS-E Pricing information	Y	N	FRE 403	
523	1/15/2021	Pricing Data	Y	N	FRE 403	
524	1/15/2021	Email from D. Stabbert to K. Allison re MSC San Diego Contract	Y	N	FRE 403	
525	1/17/2021	Email from P. Tatro to L. Sckorohod re MSC UNREP Proposal Rates	Y	Y		
526	1/17/2021	Pricing Data	Y	Y		
527	4/6/2021	Email from T. Santos to P. Tatro re Amendment	Y	Y		
528	4/2/2021	Amendment of Solicitation 0005	Y	Y		
529	4/6/2021	Email from P. Tatro to T. Santos re Discussion Notice	Y	Y		
530	4/8/2021	Email from M. Rin to Navy re Final Proposal Revision	Y	Y		
531	4/8/2021	Pricing Data	Y	Y		
532	4/27/2021	Email from P. Tatro to D. Stabbert re MSC UNREP RFP	Y	Y		
533	4/28/2021	Email from P. Tatro to M. Rin re Responses for Discussion Questions	Y	Y		
534	4/27/2021	Responses for Discussion Questions	Y	Y		
535	4/28/2021	Pricing Data	Y	Y		
536	4/28/2021	Email from M. Rin to Navy re Final Proposal Revision	Y	Y		
537	4/28/2021	Pricing Data	Y	Y		

Trial Ex	Doc Date	Description	Authenticity	Admissibility	Objection	Admitted
538	5/17/2021	MSC Award- Contract N3220521C4020	Y	Y		
539	5/10/2021	Email from P. Tatro to M. Rin re Final Proposal Revision	Y	Y		
540	1/27/2021	BIMCO	Y	Y		
541	1/17/2021	Email from P. Tatro to N. Forde re MSC UNREP Support Vessel Proposal - BIMCO				
542	2/7/2022	Email from P. Tatro to D. Stabbert re O2M Proposed subcontracting agreement	Y	Y		
543	3/13/2023	OS Response to Interrogatories	Y	Y		
544	1/29/2022	Email from D. Stabbert to A. Maxwell re O2M SM (Allen Dan) Meeting Notes	Y	Y		
545	6/17/2022	Email from P. Tatro to T. Santos re POP Change	Y	Y		
546	11/21/2022	Email from T. Santos to P. Tatro re Valor Internet	Y	Y		
547	8/31/2021	Email from T. Santos to M. Hall and P. Tatro re Ocean Valor Extending Canceling Layday	Y	Y		
548	9/1/2021	Modification of Solicitation	Y	Y		
549	10/13/2021	Email from P. Tatro to K. Allison re Ocean Valor Crewing	Y	Y		
550	3/10/2022	Email from K. Allison to L. Skorohod re Anti-Force Protection Task Order	Y	Y		
551	5/18/2021	Email from P. Tatro to M. Rin re MSC Award	Y	Y		
552	1/15/2021	Email from L. Skorohod to D. Stabbert re OM2Mx Surtass JV Pricing	Y	N	FRE 403	
553	1/18/2021	Email from L. Skorohod to P. Tatro re MSC UNREP Proposal Rates	Y	Y		
554	1/18/2021	Pricing Data	Y	Y		

Trial Ex	Doc Date	Description	Authenticity	Admissibility	Objection	Admitted
555	4/26/2021	Email from D. Stabbert to P. Tatro re SURTASS-E contracted	Y	Y		
556	10/15/2021	Email from C. Utt to L. Sckorohod re OCEAN VALOR Staffing	Y	Y		
557	11/9/2021	Email from L. Sckorohod to D. Stabbert re O2M Meeting 11/5/21	Y	Y		
558	5/18/2022	Letter from Ocean Services to Omni2Max re Supplytime 2017 Time Charter Party for Offshore Vessel "Ocean Valor"	Y	Y		
559	10/27/2021	Email from L. Sckorohod to P. Tatro re Omni2Max Talking Points	Y	Y		
560	1/26/2021	Email from P. Tatro to N. Forde re BIMCO	Y	Y		
561	1/27/2022	Email from M. Hall to N. Forde re Vessel Coordinator Resumes	Y	Y		
562	8/4/2016	Email from D. Stabbert to K. Allison re Logos for Venilia Maritime	Y	N		
563	8/9/2016	Email from D. Stabbert to K. Allison re MSC Meeting with Omni2Max	Y	N	FRE 403	
564	3/4/2021	Decision denying protest	Y	Y		
565	2/21/2022	Email from P. Tatro to D. Stabbert re draft note to Allen	Y	N	FRE 408	
566	6/24/2021	Email from P. Tatro to T. Santos re subcontracting plan	Y	Y		
567	11/5/2021	Email from D. Stabbert re O2M Meeting 11/5/21	Y	Y		
568	1/4/2022	Email from P. Tatro to D. Stabbert re Information & Recommendations to assist with your meeting with Allen	Y	Y		
569	2/15/2022	Email from P. Tatro to D. Stabbert re draft language for a note to Allen	Y	N	FRE 408	
570	2/16/2022	Email from P. Tatro to K. Allison re Hairston	Y	N	FRE 408	

Trial Ex	Doc Date	Description	Authenticity	Admissibility	Objection	Admitted
571	7/27/2023	Email from McLean to Casperson re O2M SM (Allen Dan) Meeting notes	Y	Y		
572	8/8/2016	Email from D. Stabbert to K. Allison re JV Agreement	Y	N	FRE 403	
573	8/8/2016	Joint Venture Agreement	Y	N	FRE 403	
574	8/9/2016	Email from D. Stabbert to K. Allison re MSC Meeting with Omni2Max	Y	N	FRE 403	
575	8/12/2016	Email from R. Pauley to L. Sckorohod re MSC Proposal	Y	N	FRE 403	
576	1/18/2021	Email from K. Allison to P. Tatro re MSC San Diego Contract	Y	Y		
577	1/19/2021	Email from K. Allison to D. Stabbert re Valor Proforma	Y	Y		
578	1/19/2021	Excel Analysis Chart	Y	Y		
579	10/25/2021	Email from P. Tatro to K. Allison re Ocean Valor Invoices 20025, 20026	Y	Y		
580	4/27/2021	BIMCO Daily Rate Chart	Y	Y		
581	11/12/2021	Email from K. Allison to A. Maxwell re MSC Contract - Ocean Valor	Y	Y		
582	11/12/2021	BIMCO Supplytime 2017	Y	Y		
583	12/7/2021	Email from P. Tatro to K. Allison re Omni2max BIMCO	Y	Y		
584	11/2/2021	Email from A. Maxwell to K. Allison re Invoice 20030	Y	Y		
585	1/11/2022	Email from K. Allison to P. Tatro re O2M SM (Allen Dan) Meeting Notes	Y	Y		
586	9/15/2022	Email from K. Allison to P. Tatro re ATF Proposal	Y	N	FRE 403	
587	11/8/2022	Email from K. Allison to Cuttite re Ocean Valor - increased speed cost	Y	Y		
588	5/6/2022	Email from K. Allison to M. Long re Omni2Max Invoice 20053	Y	Y		

Trial Ex	Doc Date	Description	Authenticity	Admissibility	Objection	Admitted
589	10/22/2021	Ocean Services Invoice 20025	Y	Y		
590	10/22/2021	Ocean Services Invoice 20026	Y	Y		
591	11/5/2021	Ocean services Invoice 20030	Y	Y		
592	11/18/2021	Ocean Services Invoice 20034	Y	Y		
593	12/2/2021	Ocean Services Invoice 20035	Y	Y		
594	12/2/2021	Ocean Services Invoice 20039	Y	Y		
595	1/4/2022	Ocean Services Invoice 20040	Y	Y		
596	1/20/2022	Ocean Services Invoice 20042	Y	Y		
597	2/3/2022	Ocean Services Invoice 20043	Y	Y		
598	2/18/2022	Ocean Services Invoice 20044	Y	Y		
599	3/7/2022	Ocean Services Invoice 20045	Y	Y		
600	3/21/2022	Ocean Services Invoice 20047	Y	Y		
601	4/4/2022	Ocean Services Invoice 20050	Y	Y		
602	4/4/2022	Email from K. Allison to Lawrence re Omni2Max 20050 Invoice (Subject to redaction/privilege issue)	Y	N	FRE 403	
603	5/5/2022	Ocean Services Invoice 20053	Y	Y		
604	11/4/2021	Email from Ruiz to Wilder re Seabreeze Books & Charts	Y	N	FRE 403	
605	4/27/2022	Email from K. Allison to M. Long re Valor Crew - Training Days	Y	Y		
606	6/20/2022	Ocean Services Invoice 20058	Y	Y		
607	3/22/2022	Subcontractor Task Order OC-02	Y	N	FRE 403	
608	7/1/2022	Ocean Services Invoice 20066	Y	Y		
609	7/1/2022	Email from K. Allison to M. Long re Omni2Max 20065 & 20066	Y	Y		
610	10/4/2022	Email from Accounting to M. Long re MSC	Y	Y		



Trial Ex	Doc Date	Description	Authenticity	Admissibility	Objection	Admitted
		Request for Period of Performance Change to Omni2Max's contract				
611	10/16/2022	Ocean Services Invoice 20083	Y	Y		
612	9/6/2022	Email from K. Allison to M. Long re Omni2Max Payment	Y	Y		
613	7/29/2022	Ocean Service's Complaint against Omni2Max	Y	Y		
614	9/15/2017	Sale of Interest in Joint Venture Agreement	Y	N	FRE 403	
615	10/1/2018	BIMCO Standard Bareboat Charter	Y	N	FRE 403	
616	1/18/2021	Email from Ford to P. Tatro re BARECON	Y	Y		
617	7/16/2020	Proposal Action Sheets	Y	N	FRE 403	
618	7/10/2020	Ocean Services commitment letter	Y	N	FRE 403	
619	11/24/2020	Email from M. Rin to P. Tatro re N32205-20-R-4041 Notice of Exclusions (SURTASS)	Y	N	FRE 403	
620	11/30/2020	Email from T. Santos to P. Tatro re SURTASS-E Debrief	Y	Y		
621	11/30/2020	SURTASS-E Long Term Debriefing	Y	Y		
622	11/28/2020	Email from P. Tatro to M. Rin re Surtass-E	Y	Y		
623	11/30/2020	Bid Protest of Omni2Max, Inc.	Y	Y		
624	12/23/2020	MSC Protest Denial re Solicitation N32205-20-R-4041	Y	Y		
625	1/8/2021	Bid Protest of Omni2Max, Inc.	Y	Y		
626	1/15/2021	MSC Reply to Protester's Comments on the Agency Report	Y	Y		
627	1/22/2021	Solicitation - Solicitation No. N3220521R4112	Y	Y		
628	1/5/2021	Email from P. Tatro to M. Rin re MSC RFP Clarification No. 1	Y	Y		
629	2/2/2021	Email from P. Tatro to M. Rin re MSC Proposal - Time Charter	Y	Y		

Trial Ex	Doc Date	Description	Authenticity	Admissibility	Objection	Admitted
630	1/6/2021	Request for Clarification/Question - Question No. 3	Y	Y		
631	1/6/2021	Request for Clarification/Question - Question No. 4	Y	Y		
632	2/2/2021	Email from P. Tatro to M. Rin re MSC UNREP Support Vessel Proposal - Price Proposal	Y	Y		
633	2/2/2021	Total Evaluation Price Proposal	Y	Y		
634	2/6/2021	Email from P. Tatro to M. Rin re MSC UNREP Support Vessel Proposal - Price Proposal	Y	Y		
635	2/6/2021	Email form P. Tatro to M. Rin re MSC UNREP Support Vessel Proposal - Price Proposal	Y	Y		
636	2/6/2021	Total Evaluation Price Proposal	Y	Y		
637	4/7/2021	Email from P. Tatro to T. Santos re MSC Proposal Pricing Proposal Information updated - Final Proposal Revision	Y	Y		
638	4/7/2021	Total Evaluation Price Proposal	Y	Y		
639	4/27/2021	Email from T. Santos to P. Tatro re N32205-21-R-4112 pac Flt OSV Amendment A0006	Y	Y		
640	4/27/2021	Amendment of Solicitation 0006	Y	Y		
641	11/2/2021	Email from P. Tatro to T. Santos re Follow-up	Y	Y		
642	11/2/2021	BIMCO Daily Rate Chart	Y	Y		
643	5/18/2021	Email from M. Rin to P. Tatro re MSC Award	Y	Y		
644	1/19/2021	Email from M. Rin to P. Tatro re GovWin IQ Priority Opportunity Alert	Y	Y		
645	1/26/2021	Email from P. Tatro to N. Forde re BIMCO	Y	Y		
646	1/26/2021	Draft BIMCO	Y	Y		

Trial Ex	Doc Date	Description	Authenticity	Admissibility	Objection	Admitted
647	1/27/2021	BIMCO Supplytime 2017	Y	Y		
648	1/27/2021	Email from M. Rin to P. Tatro re N3220521R4112 Amendment 003 - Now due Monday, Feb 8, 2021	Y	Y		
649	1/27/2021	Amendment of Solicitation 0003	Y	Y		
650	1/27/2021	BIMCO Supplytime 2017	Y	Y		
651	2/3/2021	Email from P. Tatro to M. Rin to MSC UNREP Support Vessel Proposal - Critical Submission Data	Y	Y		
652	2/6/2021	Email from M. Rin to MSC re Omni2Max, Inc. Response to N32205-21-R-4112 Amendment 0004 (Part 1 or 4)	Y	Y		
653	7/6/2021	Email from T. Santos to P. Tatro re BIMCO	Y	Y		
654	6/2/2022	Email from P. Tatro to E. Biong re Payment Status	Y	Y		
655	9/15/2022	Email from K. Allison to P. Tatro re ATF Proposal	Y	N	FRE 403	
656	2/3/2022	Email from P. Tatro to T. Santos re subcontracting plan	Y	Y		
657	1/5/2022	Email from P. Tatro to M. Hall re AT/FP Crew Requirement Mod	Y	Y		
658	1/5/2022	Training pricing sheet	Y	Y		
659	1/18/2022	Email from P. Tatro to T. Santos re ATF proposal	Y	Y		
660	1/18/2022	Training pricing sheet	Y	Y		
661	3/10/2022	Email from T. Santos to N. Forde re Anti-Force Protection Task Order	Y	Y		
662	3/10/2022	Subcontractor Task Order OC-01-01	Y	Y		
663	3/10/2022	Email from P. Tatro to L. Skorohod re Anti-Force Protection Task Order	Y	Y		

Trial Ex	Doc Date	Description	Authenticity	Admissibility	Objection	Admitted
664	3/16/2022	Email from T. Santos to N. Forde re Termination of Task Order OC-01-02	Y	Y		
665	3/16/2022	Subcontractor Task Order OC-01-02	Y	Y		
666	9/14/2022	Email from P. Tatro to K. Allison re ATFP Day Rate Increase Approval	Y	Y		
667	10/3/2021	Email from K. Allison to P. Tatro re ATF Proposal	Y	Y		
668	8/16/2022	Email from K. Allison to E. Biong re Omni2Max Payment	Y	Y		
669	6/10/2021	Email from P. Tatro to M. Hall re Vessel Coordinator Job Descriptions and Duties (Draft)	Y	Y		
670	6/16/2021	Email from P. Tatro to M. Hall re Coordinator Position Description	Y	Y		
671	6/16/2021	Vessel Coordinator Job Description and Duties (draft - PRT)	Y	Y		
672	6/24/2021	BIMCO Daily Rate Chart	Y	Y		
673	8/16/2021	Email from M. Hall to P. Tatro re Background investigation )Wait 24 hours before accessing EQIP) - Philip Munch 8-16-2021	Y	Y		
674	7/7/2021	Email from P. Tatro to M. Hall re Vessel Coordinator	Y	Y		
675	7/7/2021	Email from M. Hall to P. Tatro re Vessel coordinator resume	Y	Y		
676	7/28/2021	Email from P. Tatro to M. Hall re Coordinator Position	Y	Y		
677	7/23/2021	Email from P. Tatro to M. Hall re Ocean Valor Coordinator Position	Y	Y		
678	11/15/2021	Email from P. Tatro to M. Hall re Revised Organizational Chart	Y	Y		
679	11/15/2021	MSC Contract N3220521C4020 Organization Chart	Y	Y		
680	11/16/2021	Email from P. Tatro to M. Hall re Vessel	Y	Y		

Trial Ex	Doc Date	Description	Authenticity	Admissibility	Objection	Admitted
		Project Manager Position Description				
681	11/16/2021	Vessel Project Manager Job Description and Duties	Y	Y		
682	11/17/2021	Email from M. Hall to D. Maxwell re Vessel Project Coordinator Position Description	Y	Y		
683	11/17/2021	Vessel Coordinator and Project Manager Job Description and Duties	Y	Y		
684	11/18/2021	Email from L. Sckorohod to M. Hall re Vessel Project Coordinator Position Description	Y	Y		
685	1/6/2022	Email from P. Tatro to M. Hall re Moving Forward - Notes and Actions	Y	Y		
686	1/6/2022	Omni2Max and Ocean Services - Plan for Moving Forward	Y	Y		
687	1/21/2022	Email from M. Hall to N. Forde re Vessel Coordinator Resumes	Y	Y		
688	2/7/2022	Email from D. Stabbert to N. Forde re Omni2max Hire	Y	Y		
689	6/22/2022	Email from K. Allison to E. Biong re Omni2max invoice - 20052	Y	Y		
690	11/4/2022	Email from P. Tatro to Hamby re Ocean Valor - upcoming ops	Y	Y		
691	11/8/2022	Email from K. Allison to Cuttitte re Ocean Valor Mobilization	Y	N	FRE 403	
692	9/15/2021	Email from P. Tatro to K. Allison re MSC/Omnimax Review	Y	N	FRE 403	
693	4/7/2021	Attachment C: Crew Complement	Y	Y		
694	8/4/2020	Email from M. Rin to MSC re Omni2Max, Inc. Response to N32205-21-R-4112 Amendment 0004 (Part 4 of 4)	Y	N	FRE 403	
695	8/4/2020	Attachment C: Crew Complement	Y	N	FRE 403	
696	6/24/2021	Email from P. Tatro to T. Santos re subcontracting plan	Y	Y		

Trial Ex	Doc Date	Description	Authenticity	Admissibility	Objection	Admitted
697	11/15/2021	Email from L. Skorohod to D. Maxwell re Operations Coordinator Position	Y	Y		
698	12/16/2021	Email from L. Skorohod to D. Maxwell re Operations Coordinator Resumes	Y	Y		
699	3/30/2016	DOD Contract Security Classification Specification	Y	N	FRE 403	
700	7/29/2016	Section C - Performance Wok Statement	Y	N	FRE 403	
701	3/15/2017	Email from R. Pauley to K. Allison re Proposal Plan - R/V Acoustic Explorer (N66001-17-R-0079)	Y	N	FRE 403	
702	3/15/2017	OceanMax, LLC Proposal - Solicitation No. N66001-17-R-0079	Y	N	FRE 403	
703	1/15/2021	Email from D. Stabbert to P. Tatro re MSC SD Crane Need	Y	Y		
704	4/27/2021	Email from P. Tatro to N. Forde re MSC UNREP RFP	Y	Y		
705	2/4/2022	Email from D. Stabbert to A. Maxwell re O2M proposed subcontracting agreement	Y	Y		
706	4/7/2022	Email from K. Allison to L. Skorohod re N32205-21-C-4020 Ocean Valor Change in POP	Y	Y		
707	7/3/2022	Ocean Services Invoice No. 20065	Y	Y		
708	7/1/2022	Ocean Services Invoice No. 20068	Y	Y		
709	8/16/2022	Email from K. Allison to E. Biong re Omni2Max Payment	Y	Y		
710	10/4/2022	Email from K. Allison to M. Long re MSC Request for Period of Performance Change to Omni2max's contract	Y	Y		
711	4/25/2016	Solicitation Offer and Award	Y	N	FRE 403	
712	3/31/2017	Email from R. Pauley to A. Maxwell re Emailing: v3 Volume II	Y	N	FRE 403	

Trial Ex	Doc Date	Description	Authenticity	Admissibility	Objection	Admitted
		- Price Cost information - RV Acoustic Explorer - Ron Comments				
713	2/27/2018	Email from D. Stabbert to Sckorohod re OmniMax JVA Sale/Repurpose Doc	Y	N	FRE 403	
714	9/25/2018	Joint Venture Agreement Omni2Max, Inc. and Pacific Survey Group, LLC Operating as OceanMax, LLC	Y	N	FRE 403	
715	9/28/2018	Omni2Max Business Proposal - Solicitation No. N32205-18-R-3516	Y	N	FRE 403	
716	1/6/2021	Bid Protest of Omni2Max, Inc. - Declaration of Allen F. Maxwell	Y	Y		
717	9/21/2018	Omni2Max Critical Submission Data	Y	N	FRE 403	
718	10/2/2019	Email from A. Maxwell to M. Rin re SURTASS M. Long Term Market Survey	Y	N	FRE 403	
719	11/28/2020	Email from P. Tatro to M. Rin re Surtass-E	Y	Y		
720	1/5/2021	Email from P. Tatro to M. Rin re MSC RFP Clarification No. 1	Y	Y		
721	1/6/2021	Request for Clarification/Question No. 1	Y	Y		
722	2/2/2021	Draft proposal boxes 13-17	Y	Y		
723	2/5/2021	Email from M. Rin to P. Tatro re GovWin IQ Priority Opportunity Alert	Y	Y		
724	2/5/2021	Amendment of Solicitation/Modification of Contract No. 004	Y	Y		
725	2/6/2021	Email from P. Tatro to M. Rin re MSC UNREP Support Vessel Proposal - Technical Proposal	Y	Y		
726	3/26/2021	MSC Notice to Omni2Max re amendment 0004	Y	Y		
727	4/7/2021	Email from P. Tatro to T. Santos re MSC Business Proposal Information updated - Final Proposal Revision	Y	Y		



Trial Ex	Doc Date	Description	Authenticity	Admissibility	Objection	Admitted
728	4/7/2021	Email from P. Tatro to T. Santos re MSC Proposal Pricing Proposal Information updated - Final Proposal Revision	Y	Y		
729	4/8/2021	Email from P. Tatro to T. Santos re MSC Final Proposal Revision - Technical Proposal	Y	Y		
730	4/8/2021	Email from M. Rin to MSC re Omni2Max Final Proposal Revision - N3225-21-R-4112 Amendment 0005 (Updated)	Y	Y		
731	4/27/2021	MSC Notice to Omni2Max re Amendment 0005	Y	Y		
732	4/27/2021	Amendment of Solicitation/Modification of Contract No. 006	Y	Y		
733	4/27/2021	Proposal boxes 13-17	Y	Y		
734	5/17/2021	MSC Contract No. N3220521C4020	Y	Y		
735	6/24/2021	Email from P. Tatro to T. Santos re subcontracting plan	Y	Y		
736	6/24/2021	Email from P. Tatro to T. Santos re subcontracting plan	Y	Y		
737	1/18/2021	Ocean Valor Basic Pricing Data	Y	Y		
738	1/18/2021	Email from P. Tatro to K. Allison re MSC San Diego Contract	Y	Y		
739	3/23/2022	Email from K. Allison to N. Forde re Default Notice	Y	N	FRE 403	
740	3/23/2022	Default letter	Y	Y		
741	3/10/2022	Subcontract Task Order	Y	Y		
742	9/15/2022	Email from K. Allison to P. Tatro re ATFP Day Rate Increase Approval	Y	Y		
743	6/17/2022	Email from P. Tatro to T. Santos re POP Change	Y	Y		
744	4/19/2022	Email from P. Tatro to T. Santos re POP Change	Y	Y		



<b>Trial Ex</b>	<b>Doc Date</b>	<b>Description</b>	<b>Authenticity</b>	<b>Admissibility</b>	<b>Objection</b>	<b>Admitted</b>
745	5/19/2022	OS Invoice 20055	Y	Y		
746	6/3/2022	OS Invoice 20057	Y	Y		
747	7/20/2022	OS Invoice 20069	Y	Y		
748	8/31/2022	Email from K. Allison to D. Stabbert Accounting re 8/25/22 Payment	Y	Y		
749	8/2/2022	OS Invoice 20071	Y	Y		
750	8/2/2022	Email from K. Allison to M. Long re Omni2max invoices	Y	Y		
751	8/18/2022	OS Invoice 20073	Y	Y		
752	9/7/2022	OS Invoice 20077	Y	Y		
753	9/7/2022	OS Invoice 20078	Y	Y		
754	9/16/2022	OS Invoice 20079	Y	Y		
755	10/1/2022	OS Invoice 20080	Y	Y		
756	10/3/2022	Email from K. Allison to M. Long re Invoice 20080	Y	Y		
757	10/4/2022	Invoice 20081	Y	Y		
758	10/4/2021	Subcontract agreement	Y	N	FRE 403	
759	3/10/2022	Subcontractor task order OC-01-01	Y	N	FRE 403	
760	3/16/2022	Subcontractor task order OC-01-02	Y	N	FRE 403	
761	10/4/2022	Training spreadsheet	Y	N	FRE 403	
762	10/14/2022	Email from K. Allison to Willis re Omni2max 20083 (Charter invoice)	Y	Y		
763	11/1/2022	OS Invoice 20101	Y	Y		
764	11/15/2022	OS Invoice 20114	Y	Y		
765	11/21/2022	OS Invoice 20115	Y	Y		
766	11/15/2022	Email from K. Allison to Accounting re Valor internet	Y	Y		
767	11/30/2022	OS Invoice 20116	Y	Y		

<b>Trial Ex</b>	<b>Doc Date</b>	<b>Description</b>	<b>Authenticity</b>	<b>Admissibility</b>	<b>Objection</b>	<b>Admitted</b>
768	12/15/2022	OS Invoice 20123	Y	Y		
769	12/30/2022	OS Invoice 20124	Y	Y		
770	12/30/2022	OS Invoice 20132	Y	Y		
771	1/14/2023	OS Invoice 20138	Y	Y		
772	1/17/2023	OS Invoice 20139	Y	Y		
773	1/29/2023	OS Invoice 20140	Y	Y		
774	2/13/2023	OS Invoice 20147	Y	Y		
775	2/28/2023	OS Invoice 20150	Y	Y		
776	2/17/2023	Email from M. Hall to Willis re Phoenix International PO (Valor)	Y	Y		
777	10/19/2022	ABS invoice 100310693986	Y	Y		
778	12/21/2022	OS Invoice 20125	Y	Y		
779	10/19/2022	ABS Invoice 10031069386	Y	Y		
780	12/21/2022	Phoenix International Reimbursable items	Y	Y		
781	2/17/2023	OS Invoice 20148	Y	Y		
782	1/6/2023	Phoenix International Reimbursable items	Y	Y		
783	1/6/2023	Hiller Invoice 391424	Y	Y		
784	12/8/2021	Omni2Max Invoice 1	Y	Y		
785	12/8/2021	Omni2Max Invoice 3	Y	Y		
786	12/8/2021	Omni2Max Invoice 4	Y	Y		
787	1/20/2022	Omni2Max Invoice 5	Y	Y		
788	2/9/2022	Omni2Max Invoice 6	Y	Y		
789	2/25/2022	Omni2Max Invoice 7	Y	Y		
790	3/11/2022	Omni2Max Invoice 8	Y	Y		

Trial Ex	Doc Date	Description	Authenticity	Admissibility	Objection	Admitted
791	3/24/2022	Omni2Max Invoice 9	Y	Y		
792	4/11/2022	Omni2Max Invoice 10	Y	Y		
793	7/7/2022	Omni2Max Invoice 13	Y	Y		
794	7/14/2022	Omni2Max Invoice 15	Y	Y		
795	7/21/2022	Omni2Max Invoice 16	Y	Y		
796	8/12/2022	Omni2Max Invoice 16	Y	Y		
797	8/25/2022	Omni2Max Invoice 18	Y	Y		
798	9/14/2022	Omni2Max Invoice 19	Y	Y		
799	10/22/2021	Email from K. Allison to Lawrence re Ocean Valor billing	Y	Y		
800	9/22/2022	Omni2max balance	Y	Y		
801	6/5/2022	Email from P. Tatro to MSC re Ocean Valor Report and Plan ahead	Y	Y		
802	6/6/2022	Email from N. Cabrera to N. Forde re Ocean Valor Status 06JUN2022	Y	Y		
803	6/6/2022	Email from P. Tatro to K. Allison re Ocean Valor Status 06JUN2022	Y	Y		
804	6/6/2022	email from P. Tatro to N. Cabrera re Ocean Valor Status 06JUN2022	Y	Y		
805	10/11/2022	P00009 Bilateral Signed SF-30	N	N		
806	7/18/2023	Email from P. Tatro to J. Edwards re Ocean Valor return to on-hire status	Y	Y		
807	7/20/2023	Letter from BMJ LLP to Procopio	Y	Y		
808	10/10/2023	Email from J. Edwards to S. Kanak re Price Proposal - Contract Modification for Western Pacific Operations	Y	N	FRE 802	
809	10/19/2023	Cure Notice Addressing Condition Endangering	Y	N	FRE 802	

<b>Trial Ex</b>	<b>Doc Date</b>	<b>Description</b>	<b>Authenticity</b>	<b>Admissibility</b>	<b>Objection</b>	<b>Admitted</b>
		Performance of Contract No. N32205-21-C-4020				
810	1/11/2022	Email from P. Tatro to D. Stabbert re O2M SM (Allen Dan) Meeting Notes	Y	Y		
811	4/6/2017	Email from J. Nell to K. Allison re Acoustic Explorer - Economic Model	Y	N	FRE 403	
812	Various	D.o.D. WAWF (Wide Area Workflow) Vendor Invoice/Payment receipts and confirmations				

DATED this Tuesday, January 02, 2024.

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Dated this 5th day of January, 2024.



John H. Chun  
United States District Judge